

Terms and Conditions

The Terms and Conditions listed below will govern all matters relating to the goods and/or services provided by your company (the "Vendor") to Randolph County Government (the "County") under this purchase order. Additional terms and conditions stated on the face of this purchase order shall take precedence over any conflicting terms and conditions stated below. Any terms and conditions not stated on the face of this purchase order but incorporated by reference therein shall be binding only if provided or signed by the County and attached hereto. In the event that a binding written contract signed by both the Vendor and the County exists, the terms and conditions of that contract shall supersede any conflicting terms and conditions below or on the face of this purchase order.

1. If Vendor refuses to accept the purchase order terms and conditions exactly as written, Vendor will return it at once with explanation.
2. North Carolina state sales tax and Randolph County sales tax: The County is not exempt from North Carolina State sales tax in the amount of 4.75% or Randolph County sales tax in the amount of 2.25%.
3. No boxing, packing, cartage, or shipping charges will be allowed by County unless specifically authorized on the face of this purchase order.
4. The conditions of this purchase order are not to be modified by any verbal understanding. Any changes must be in writing or by "Changed Purchase Order" which has been approved by the Purchasing Officer.
5. The County may terminate this purchase order at any time by providing written notice to the Vendor. Vendor shall cease performance immediately upon receipt of such notice.
6. Do not over ship or substitute. Ship exactly as ordered. If unable to fill this order exactly in accordance with description, unit and price thereon communicate at once with the Purchasing Officer for instructions. The County reserves the right to reject and return at shippers expense any and all goods delivered which do not conform to our description or specification.
7. Any cash discount period to County will date from County's receipt of the invoice or from the date of the receipt of goods, whichever is later.
8. Unless "FOB Origin" is stated on the face of this purchase order, the risk of loss and damage to goods which are the subject of this purchase order remain on Vendor until the goods are delivered to the destination set out in this purchase order and accepted by the County.
9. The County may inspect all products prior to acceptance. The County's failure to accept or reject products or services shall not relieve Vendor from liability for products or services that are defective or do not meet specifications. Rejected products shall be returned to Vendor at Vendor's risk and expense.
10. Vendor warrants that the products and services furnished pursuant to this purchase order shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.
11. If Vendor fails to deliver or perform as and when specified, or if the County determines that Vendor will not be able to deliver or perform due to insolvency or other reason, the County may cancel this purchase order or any part thereof, without prejudice to its other rights, to return part or all of any shipment so made and to charge Vendor with any loss or expense sustained as a result of such failure to deliver or perform.
12. Vendor will defend, indemnify, and save the County harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgements alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.
13. If any product provided hereunder is alleged to be defective in any respect whatsoever, Vendor will defend, indemnify and save harmless the County from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that are alleged to have resulted in whole or in part from the performance thereof.
14. If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the County from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that are alleged to have resulted in whole or in part from the performance thereof.
15. Vendor agrees not to release any advertising or other materials using the County's trademark, quoting the opinion of any County employee or implying in any way that the County endorses Vendor or its products or services.
16. Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation is alleged, Vendor will indemnify and save the County harmless from all loss,

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- penalties, fees, costs, and expenses resulting in whole or in part from such violation or allegation.
17. E-Verify Requirements: Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
 18. Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder, and shall indemnify and save harmless the County from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor may charge the County only for those taxes that are applicable to the goods and/or services being provided under this purchase order.
 19. The County may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing. Acceptance of the purchase order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order.
 20. The terms and conditions of sale as stated in this purchase order govern in event of conflict with any terms of Vendor's proposal, and are not subject to change by reason of any written or verbal statements by Vendor or by any terms stated in Vendor's acknowledgement unless accepted in writing by the County.
 21. This purchase order is governed by North Carolina law. Any legal actions arising from this purchase order shall be brought in Randolph County, North Carolina.
 22. Iran Divestment Act: Vendor certifies that (a) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to NC G.S. 147-86.58 et al; (b) it will not take any action causing it to appear on any such list during the term of the purchase order, and (c) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.
 23. Notwithstanding any other provisions of this purchase order, this purchase order and all materials submitted to the County by the Vendor a subject to the public records laws for the State of North Carolina and it is the responsibility of the Vendor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the County. Vendor understands and agrees that the County may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this purchase order.
- To the extent that any other provisions of this purchase order conflict with this paragraph, the provisions of this section shall control.
24. Intellectual Property: All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under this purchase order shall be the property of the County. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Vendor's performance of services under this purchase order shall vest in the County. Works of authorship and contributions to works of authorship created by the Vendor's performance of services under this purchase order are hereby agreed to be "works made for hire" within the meaning of 17 U.S.C. 201.
 25. Vendor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this purchase order. Such employees shall not be employees of or have any individual contractual relationship with the County.
 26. Randolph County Government opposes discrimination on the bases of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.
 27. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the purchase order must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force of majeure event is forecast to be eligible to be excused from the performance otherwise required under this purchase order by this provision.